



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281365
Original Issued Date: 08/01/2019
Issued Date: 01/14/2021
Expiration Date: 01/14/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: CannAssist, LLC

Phone Number: 617-816-7067 Email Address: bostongardner@gmail.com

Business Address 1: 2131 Washington St

Business Address 2:

Business City: Boston

Business State: MA

Business Zip Code: 02119

Mailing Address 1: 2131 Washington St

Mailing Address 2:

Mailing City: Boston

Mailing State: MA

Mailing Zip Code: 02119

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Executive / Officer

Other Role: Sole Member and President

First Name: Jonathan

Last Name: Napoli

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Jonathan

Last Name: Napoli

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Operating Officer of CannAssist

Close Associates or Member 2

First Name: Barry

Last Name: Kirshner

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Financial Officer for CannAssist

Close Associates or Member 3

First Name: Rodereck

Last Name: Tayag

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Security for CannAssist

Close Associates or Member 4

First Name: Jordan

Last Name: Mello

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Cultivation for CannAssist

Close Associates or Member 5

First Name: Marcelino

Last Name: Davila

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Extraction for CannAssist

Close Associates or Member 6

First Name: David

Last Name: Noble

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Executive Officer of CannAssist

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: CLS Holdings USA, Inc.

Entity DBA:

Email: jeff@clsholdingsinc.com Phone: 888-438-9132

Address 1: 11767 S. Dixie Highway, Suite 115

Address 2:

City: Miami

State: FL

Zip Code: 33156

Types of Capital: Debt

Other Type of Capital: Total Value of Capital Provided: \$150000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Date generated: 03/25/2021

Page: 2 of 7

Individual 1

First Name: Jonathan **Last Name:** Napoli **Suffix:**
Marijuana Establishment Name: In Good Health, Inc. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Brockton **Marijuana Establishment State:** MA

Individual 2

First Name: Barry **Last Name:** Kirshner **Suffix:**
Marijuana Establishment Name: In Good Health, Inc. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Brockton **Marijuana Establishment State:** MA

Individual 3

First Name: Rodereck **Last Name:** Tayag **Suffix:**
Marijuana Establishment Name: In Good Health, Inc. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Brockton **Marijuana Establishment State:** MA

Individual 4

First Name: Marcelino **Last Name:** Davila **Suffix:**
Marijuana Establishment Name: In Good Health, Inc. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Brockton **Marijuana Establishment State:** MA

Individual 5

First Name: Jordan **Last Name:** Mello **Suffix:**
Marijuana Establishment Name: In Good Health, Inc. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Brockton **Marijuana Establishment State:** MA

Individual 6

First Name: David **Last Name:** Noble **Suffix:**
Marijuana Establishment Name: In Good Health, Inc. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Brockton **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 88 Huntoon Memorial Highway

Establishment Address 2:

Establishment City: Leicester **Establishment Zip Code:** 01542

Approximate square footage of the Establishment: 90000 **How many abutters does this property have?:** 11

Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	CannAssist-Leicester Single Page Certification of Host Community Agreement.pdf	pdf	5b6a10ba185bb22d71065122	08/07/2018
Plan to Remain Compliant with Local Zoning	CannAssist - PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING.pdf	pdf	5b6a10f50d95792d85f41bba	08/07/2018
Community Outreach Meeting Documentation	CannAssist - Community Outreach Materials.pdf	pdf	5c1c5ba21c24a8722ab9b2a8	12/20/2018

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$-1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	CannAssist Positive Impact Plan_Updated.pdf	pdf	5cd2f58eecfaea0f8793dc24	05/08/2019
Other	CannAssist Ltr Support FCR.pdf	pdf	5cd2f5a6613c400fa87505bc	05/08/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
First Name: Jonathan Last Name: Napoli Suffix:
RMD Association: RMD Manager
Background Question: yes

Individual Background Information 2

Role: Other Role:
First Name: Barry Last Name: Kirshner Suffix:
RMD Association: RMD Staff
Background Question: no

Individual Background Information 3

Role: Other Role:
First Name: Rodereck Last Name: Tayag Suffix:
RMD Association: RMD Staff
Background Question: no

Individual Background Information 4

Role: Other Role:
First Name: Marcelino Last Name: Davila Suffix:
RMD Association: RMD Staff
Background Question: no

Individual Background Information 5

Role: Other Role:
First Name: Jordan Last Name: Mello Suffix:
RMD Association: RMD Staff
Background Question: no

Individual Background Information 6

Role: Other Role:
First Name: David Last Name: Noble Suffix:
RMD Association: RMD Manager
Date generated: 03/25/2021

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	CannAssist Cert of Good Standing Secretary of the Commonwealth.pdf	pdf	5b6a19e45a6f093923e4ef59	08/07/2018
Department of Revenue - Certificate of Good standing	CannAssist DOR Certificate of Good Standing.pdf	pdf	5b6a19ed03a477392d0a2119	08/07/2018
Articles of Organization	CannAssist Certificate of Organization.pdf	pdf	5b6a19fbba953e3937b59125	08/07/2018
Bylaws	CannAssist Operating Agreement EXECUTED.pdf	pdf	5b6a1a17377423394139319a	08/07/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	CannAssist - DUA cert.pdf	pdf	5fb2836b70836208402875c9	11/16/2020
Department of Revenue - Certificate of Good standing	CannAssist - DOR cert.pdf	pdf	5fb48de76e60eb07f57f3df1	11/17/2020
Secretary of Commonwealth - Certificate of Good Standing	CannAssist Cert of Good Standing.pdf	pdf	5fb48df2a75869080486dabf	11/17/2020
Secretary of Commonwealth - Certificate of Good Standing	CannAssist Cert of Good Standing 12.24.20.pdf	pdf	6000823d982b2307e1995cde	01/14/2021

Massachusetts Business Identification Number: 001251500

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	CannAssist - PLAN FOR OBTAINING LIABILITY INSURANCE.pdf	pdf	5b6a1aa6377423394139319e	08/07/2018
Proposed Timeline	CannAssist - Proposed Timeline (Manufacturing) .pdf	pdf	5b912c4e8d67cc394b81caa1	09/06/2018
Business Plan	CannAssist Business Plan (revised).pdf	pdf	5c5203521e71bd12623285f4	01/30/2019
Proposed Timeline	CannAssist Renewal - Proposed Timeline (11.16.20).pdf	pdf	5fb48e0775aac308359aea27	11/17/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Types of products Manufactured.	CannAssist - TYPES OF PRODUCTS MANUFACTURED.pdf	pdf	5b6a1ac83f9f81395f134c02	08/07/2018
Method used to produce products	CannAssist - METHOD USED TO PRODUCE PRODUCTS.pdf	pdf	5b6a1ad6b60ce4391d87dd08	08/07/2018
Sample of unique identifying marks used for branding	CannAssist - SAMPLES OF UNIQUE IDENTIFYING MARKS USED FOR BRANDING.pdf	pdf	5b6a1aee5a6f093923e4ef5f	08/07/2018
Restricting Access to age 21 and older	CannAssist - PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER.pdf	pdf	5b6a1b0103a477392d0a211f	08/07/2018
Personnel policies including background checks	CannAssist - PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS.pdf	pdf	5b6a1b8918807b2d67c3f11b	08/07/2018
Maintaining of financial records	CannAssist - MAINTAINING OF FINANCIAL RECORDS.pdf	pdf	5b6a1ba889bc002d99189b10	08/07/2018
Dispensing procedures	CannAssist - Dispensing Procedures (Manufacturing) .pdf	pdf	5b902574aa953e3937b5afcc	09/05/2018
Security plan	CannAssist Security Policy (revised).pdf	pdf	5c52037d3d84de123a60e46e	01/30/2019
Prevention of diversion	CannAssist Diversion Policy (revised).pdf	pdf	5c52039b293a5312448e6378	01/30/2019
Storage of marijuana	CannAssist Storage Policy (revised).pdf	pdf	5c5203af1e71bd12623285fb	01/30/2019
Transportation of marijuana	CannAssist Transportation Policy (revised).pdf	pdf	5c5203bed7a931124ee00372	01/30/2019
Inventory procedures	CannAssist Inventory Policy (revised).pdf	pdf	5c5203ce635d511b3474cd7e	01/30/2019
Quality control and testing	CannAssist Quality Control Policy (revised).pdf	pdf	5c5203e08d16491b5c0f52e6	01/30/2019
Personnel policies including background checks	CannAssist Personnel Policy (revised).pdf	pdf	5c5203f89ff0081b48217626	01/30/2019
Record Keeping procedures	CannAssist Recordkeeping Policy (revised).pdf	pdf	5c5204213183181258e180db	01/30/2019
Qualifications and training	CannAssist Qualifications and Training Policy (revised).pdf	pdf	5c52043a1e71bd1262328601	01/30/2019
Diversity plan	CannAssist Diversity Plan_Updated.pdf	pdf	5cd2f6076375710a5b57f281	05/08/2019
Energy Compliance Plan	CannAssist Renewal - Energy Compliance Plan 11.12.20.pdf	pdf	5fb2854370836208402875e0	11/16/2020
Safety Plan for Manufacturing	CannAssist Renewal - Safety Plan 11.12.20.pdf	pdf	5fb28a14edc7d60856d9876a	11/16/2020
Plan to Obtain Marijuana	CannAssist Renewal - Plan to Obtain Marijuana 11.16.20.pdf	pdf	5fb28c697083620840287611	11/16/2020

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would

be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.:

I Agree

Notification: I Understand

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.: I Agree

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.: I Agree

I certify that all information contained within this renewal application is complete and true.: I Agree

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Please see attached waiver request

Update 1/14/21: CannAssist has updated its positive impact plan; an updated copy is attached hereto. Since this is a new plan no progress has been made to date.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Please see attached waiver request

Update 1/14/21: CannAssist has updated its diversity plan; an updated copy is attached hereto. Since this is a new plan no progress has been made to date.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	CannAssist Renewal - Waiver re List of Products 11.16.20 Executed.pdf	pdf	5fb48e79edc7d60856d98f30	11/17/2020

Name of Item: TBD Item Type: Flower

Item Description: Please see attached waiver request

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 10:00 PM
Tuesday From: 7:00 AM	Tuesday To: 10:00 PM
Wednesday From: 7:00 AM	Wednesday To: 10:00 PM
Thursday From: 7:00 AM	Thursday To: 10:00 PM
Friday From: 7:00 AM	Friday To: 10:00 PM
Saturday From: 7:00 AM	Saturday To: 10:00 PM
Sunday From: 7:00 AM	Sunday To: 10:00 PM

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

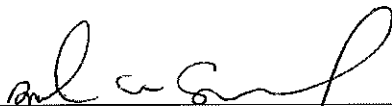
I, Jon Napoli, (*insert name*) certify as an authorized representative of CannAssist, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Leicester (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on May 7, 2018 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, David Benereux, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Leicester (*insert name of host community*) to certify that the applicant and Town of Leicester (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on ~~May 7, 2018~~ May 15, 2018 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community



CannAssist, LLC

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

CannAssist, LLC (“CannAssist”) will remain compliant at all times with the local zoning requirements set forth in the Town of Leicester’s Zoning Bylaws. In accordance with Section 5.15 of Leicester’s Zoning Bylaws, CannAssist’s proposed Cultivator and Product Manufacturer Establishment is located in the Highway Business-Industrial 2 Zoning District, in which non-retail Marijuana Establishments are an allowed use.

CannAssist’s Marijuana Cultivator and Product Manufacturer Establishment operations will take place at a fixed location within a fully enclosed building and will not be visible from the exterior of the business. Outside storage of marijuana, related supplies, or educational material shall not be permitted at the facility.

In compliance with Leicester’s Zoning Bylaws, the property is not located within 200 feet of residential zoning districts (SA, R1, and R2), and pre-existing public or private schools (pre-school through grade 12).

As required by Leicester’s Zoning By-Laws, CannAssist will apply for a Special Permit and Site Plan Approval, as applicable, from Leicester’s Planning Board. CannAssist will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Cultivator and Processing Facility at CannAssist’s proposed location.

CannAssist has already attended several meetings with various municipal officials and boards to discuss CannAssist’s plans for a proposed Marijuana Cultivator and Product Manufacturer facility and has executed a Host Community Agreement with Leicester. CannAssist will continue to work cooperatively with various municipal departments, boards, and officials to ensure that CannAssist’s Marijuana Cultivator and Product Manufacturer facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

CannAssist has also retained the law firm Vicente Sederberg LLC to assist with ongoing compliance with local zoning requirements.

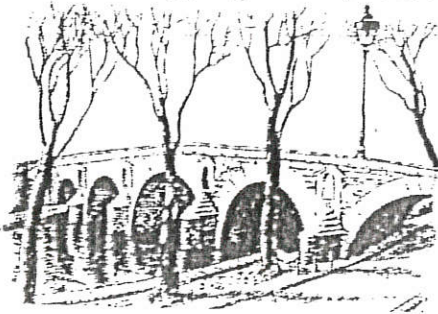
Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Jonathan Napoli, (*insert name*) attest as an authorized representative of CannAssist, LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 18, 2018 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 11, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on May 10, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 10, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.



Crossing to better communities... 25 Elm Street • Southbridge, MA 01550 • Phone 508.764.4325 • Fax 508.764.8102

Please find tearsheets enclosed for the legal publication
in the following paper regarding: Cannaxist

PO# _____

Auburn News	_____	_____	_____	_____
Blackstone Valley Tribune	_____	_____	_____	_____
Southbridge Evening News	_____	_____	_____	_____
Spencer New Leader	<u>5711</u>	_____	_____	_____
Webster Times	_____	_____	_____	_____
Winchendon Courier	_____	_____	_____	_____
Connecticut Villagers	_____	_____	_____	_____
Sturbridge/ Charlton Villagers	_____	_____	_____	_____

Account # 133737

Cost of Ad \$ 58.80

THIS IS NOT A BILL. INVOICE TO FOLLOW AT THE END OF THE MONTH.
Any questions, please don't hesitate to call me at (508)764-4325 or (800)367-9898 or email to
jashton@stonebridgepress.com.

Thank You,

Jean Ashton



25 Elm Street
PO Box 90
Southbridge, MA 01550
508.909.4103/800.367.9898
FAX: 508.909.4053

**ADVERTISING INVOICE AND STATEMENT
REMIT TO:**

Stonebridge Press
PO Box 90
Southbridge, MA 01550

LYNCH ASSOCIATES
12 POST OFFICE SQ. 6TH FL
BOSTON, MA 02109

BILLING DATE	TOTAL AMOUNT DUE	PAYMENT DUE BY
5/25/2018	176.40	6/22/2018
BILLING PERIOD	FROM: 4/28/2018	TO: 5/25/2018
ACCOUNT NO	AMOUNT ENCLOSED	
133737		

Visit us at www.TheHeartOfMassachusetts.com
www.ConnecticutsQuietCorner.com

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Date	Reference #	Description	Dimensions	Times	Billed Units	Rate	Amount
04/28/18		BALANCE FORWARD					0.00

05/11/18	1073158	CANNASIST SPENCER NEW LEADER	2x4.00	1	8.00	7.35	58.80
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Publications:

Stonebridge Press: publishers of Auburn News, Blackstone Valley Tribune, Spencer New Leader,
Southbridge Evening News, Webster Times, Winchendon Courier, Sturbridge Villager, Charlton Villager,
Woodstock Villager, Thompson Villager, Putnam Villager and Killingly Villager

CUSTOMER SUMMARY FOR		31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	CURRENT CHARGES	176.40
Account # 133737						
Period Ending:	5/25/2018	0.00	0.00	0.00	Past Due Balances From Previous Month	0.00
Previous Balance:	0.00					
Current Charges:	176.40					
Payments/Credits:	0.00					
BALANCE DUE:	176.40				PLEASE PAY THIS AMOUNT	176.40

Attachment A

Conservation Commission PUBLIC HEARING NOTICE

In accordance with the requirements of the Massachusetts Wetland Protection Act, MGL c. 131, s. 40 and the Spencer Wetlands By-Law:

James Donohue has filed a Request for Determination of Applicability with the Spencer Conservation Commission to construct a new retaining wall located at 71 Wilson Avenue, Spencer, MA. Briane Hartley has filed a Request for Determination of Applicability with the Spencer Conservation Commission to construct a fence along both property lines located at 55 Lake Shore Drive, Spencer, MA.

Town of Spencer has filed a Notice of Intent with the Spencer Conservation Commission to install a 4.4 megawatt ground-mounted solar array located at 17 South Spencer Road, Spencer, MA. Applications can be reviewed at the Office of Development and Inspectional Services, Town Hall. A public hearing regarding these filings will be held by the Spencer Conservation Commission in McCourt Social Hall at Town Hall, 157 Main Street, on Wednesday, May 23, 2018, at which time all persons having an interest may be present and participate. Conservation Commission meetings open at 7:00 p.m., public hearings begin at 7:15 p.m.

Mary McLaughlin

Mary McLaughlin, Chairwoman
May 11, 2018

Commonwealth of Massachusetts

Worcester SS SUPERIOR

40.1405.

To obtain more information on this disposal site and the opportunities for public involvement during its remediation, please contact the Department of Environmental Protection, Bureau of Waste Site Cleanup, 8 New Bond Street, Worcester, MA 01606 at (508) 792-7650.

May 11, 2018

NOTICE OF COMMUNITY MEETING

Please join CannAssist for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Cultivation and Product Manufacturing Facility is anticipated to be located at 88 Huntoon Memorial Highway in Leicester.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility.

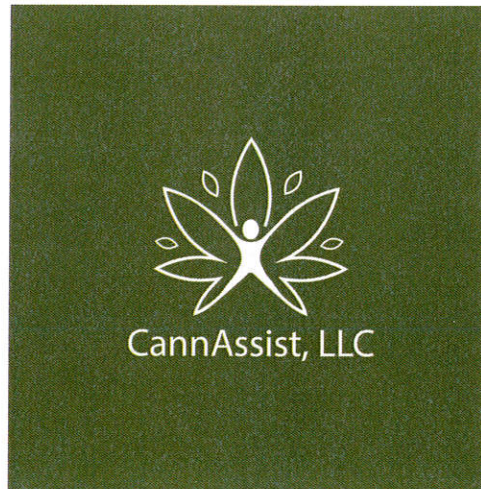
There will be an opportunity for the public to ask questions.

WHO: CANNASIST

WHAT: COMMUNITY OUTREACH MEETING TO DISCUSS A PROPOSED MARIJUANA CULTIVATION AND PRODUCT MANUFACTURING FACILITY IN LEICESTER.

WHEN: MAY 18, 2018 @ 10AM

WHERE: 88 HUNTOON MEMORIAL HIGHWAY, LEICESTER, MA 01524
May 11, 2018



RECEIVED
MAY 10 2018
Town of Leicester
Development & Inspectional Services

NOTICE OF COMMUNITY MEETING

Please join CannAssist for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Cultivation and Product Manufacturing Facility is anticipated to be located at 88 Huntoon Memorial Highway in Leicester.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility.

There will be an opportunity for the public to ask questions.

Who: CannAssist

What: Community Outreach Meeting to discuss a proposed Marijuana Cultivation and Product Manufacturing Facility in Leicester.

When: May 18, 2018 @ 10:00AM

Where: 88 Huntoon Memorial Highway
Leicester, MA 01524

Received by the Town of Leicester May 10, 2018

Marie Paquette
Board of Selectmen's Office

Deborah K. Davis
Town Clerk

Michelle R. Buck
Town Planner



NOTICE OF COMMUNITY MEETING

Please join CannAssist for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Cultivation and Product Manufacturing Facility is anticipated to be located at 88 Huntoon Memorial Highway in Leicester.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility.

There will be an opportunity for the public to ask questions.

- Who:** CannAssist
- What:** Community Outreach Meeting to discuss a proposed Marijuana Cultivation and Product Manufacturing Facility in Leicester.
- When:** May 18, 2018 @ 10:00AM
- Where:** 88 Huntoon Memorial Highway
Leicester, MA 01524

Waiver Request Form

Instructions

Under 935 CMR 500.850, 501.850 and/or 502.700, an individual, entity, applicant, or licensee (“Requestor”) may request a waiver from compliance with a requirement mandated by the Cannabis Control Commission’s (Commission) regulations. This form shall be used for all waiver requests relating to adult-use regulations, medical-use regulations, or colocated marijuana operations regulations, with the exception of requests to waive Agent Registration CORI report requirements.

The Requestor must submit additional waiver requests for additional requirements—only one requirement may be waived per request form. If the Requestor is requesting a waiver from a requirement that applies to them by the adult-use, medical-use, and/or colocated marijuana operations regulations, and the requirement is the same for each regulatory scheme, they may use one form and state the appropriate provisions seeking to be waived. One form may be used if a licensee is requesting to waive the same requirement for multiple licenses.

Written documentation is required to evaluate the waiver request. The Requestor must specifically state the regulation(s) requested to be waived, the reason(s) why it should be waived, and explain why: (i) the waiving of this requirement will not pose a risk to the health, safety, or welfare of the public or patients; (ii) compliance would cause undue hardship to the requester; and (iii) the granting of the waiver would not constitute a waiver of any statutory requirements. If applicable, the Requestor may provide alternative compensating steps or features that will be utilized in lieu of the requirement. Once received by the Commission, your request will be evaluated.

The request must be filled out electronically and signed by the Requestor. If the Requestor is an entity, the form must be signed by an individual who has authority to act on behalf of the entity (“Requestor’s Representative”). Additional documentation may be submitted along with the request form as long as it directly addresses the requirement to be waived.

Once completed, the waiver form and any additional information should be combined into a single PDF document and emailed to Licensing@CCCMass.com.



Review

If the Requestor is a Medical Marijuana Treatment Center (“MTC”), Marijuana Establishment (“ME”), or Colocated Marijuana Operation (“CMO”), and is requesting to waive a security-related requirement, the Commission must notify the Host Community’s Chief Law Enforcement Officer of the request and give a 30-day period for the officer to respond. The Chief Law Enforcement Officer’s opinion will be considered in the Commission’s decision but will not be determinative factor.

Once the request has been evaluated by the Commission, the Requestor or the Requestor’s Representative will be notified.

I. Requestor Information

1. Requestor’s name *(if an entity, please state the legal name of the entity)*:

2. Requestor’s status:

- ☐ Applicant (MTC, ME, CMO)
- ☐ Licensee (MTC, ME, CMO)
- ☐ Registered Agent Applicant (ME, MTC, CMO)
- ☐ Registered Agent (ME, MTC, CMO)
- ☐ Qualifying Patient
- ☐ Personal Caregiver
- ☐ Certifying Health Care Provider
- ☐ Caregiving Institution
- ☐ Institutional Caregiver
- ☐ Other—please specify: _____

3. Requestor’s application/license/registration number(s) *(if applicable)*:



4. Requestor's contact information (*address, phone number, and email address*):

5. Requestor's Representative's name, relationship to Requestor, and contact information (*if applicable*):

II. Waiver Request Information

6. List the specific regulation(s), and associated regulatory cite(s), to be waived:



7. List the reason(s) why this regulatory requirement would cause an undue hardship and should be waived *(use additional documents/pages if needed—please appropriately reference addendums)*:

8. List the alternative compensating policies, procedures, steps, features that will be utilized in lieu of the requirement if the waiver request is granted *(if applicable)*:

9. In the opinion of the Requestor or its representative, if the Commission waives this regulatory requirement, will the waiving of this requirement pose a risk to the health or safety of consumers, patients, or the public *(please check one of the boxes below)*?

☐ Yes

☐ No



10. Please explain the reasons why the waiving of the requirement will not pose a risk to the health or safety of consumers, patients, or the public:

11. In the opinion of the Requestor or its Representative, is the requirement sought to be waived a statutory requirement *(please check one of the boxes and include any notations in the section below)*?

☐ Yes

☐ No



By signing this document, I affirm that all the information provided above is true and accurate. I understand that all requirements listed in 935 CMR 500.000, 501.000, and 502.000 (*where applicable*) must be complied with unless otherwise notified by the Commission. Failure of the Requestor or its Representative to fully complete this form may result in the denial of your waiver request.

Requestor or Requestor's Representative printed name:

Jonathan Napoli

Requestor or Requestor's Representative signature:

J Napoli

Date of request:

11/16/20

Once completed, the waiver form and any additional information should be combined into a single PDF document and emailed to Licensing@CCCMass.com.



December 28, 2020

Via Email (genereuxd@leicesterma.org)

David A. Genereux
Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01542

Dear Mr. Genereux:

Pursuant to the Massachusetts Cannabis Control Commission regulations, 935 CMR 500.103(4)(f), CannAssist, LLC ("CannAssist") writes to formally request from the Town of Leicester (the "Town") records of any cost to the Town reasonably related to the operation of CannAssist's Adult-use marijuana cultivation and product manufacturing establishment located at 88 Huntoon Memorial Highway, Leicester, MA 01542, including the Town's anticipated and actual expenses resulting from the operation of CannAssist's marijuana establishment in the community. In accordance with M.G.L. c. 94G, § 3(d), we note that any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC, as defined in that statute, shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Thank you very much for your attention to this matter. Please do not hesitate to contact me should you have any questions.

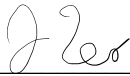
Sincerely,



Jonathan Napoli, Manager
CannAssist, LLC

Attestation of No Response from the Town of Leicester

I, Jonathan Napoli, Manager of CannAssist, LLC (“CannAssist”), attest that as of Tuesday, January 12, 2021, no response was received from the Town of Leicester (the “Town”) regarding the request for records of any cost the Town incurred or is anticipated to incur which are reasonably related to the operation of CannAssist’s adult-use cultivation and product manufacturing marijuana establishment, sent to Town Administrator, David A. Genereux, on December 28, 2020.



Jonathan Napoli, Manager
CannAssist, LLC
January 12, 2021



CannAssist, LLC

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

CannAssist, LLC's ("CannAssist") proposed Marijuana Establishment will be sited at 88 Huntoon Memorial Highway in the town of Leicester, MA. The cities of Brockton and Worcester have been identified as two of the Commonwealth's 29 communities of disproportionate impact. It is CannAssist's intention to be a contributing, positive force in the Massachusetts marijuana industry by engaging in programs that will positively impact these communities.

1. CannAssist's goals for this Plan and the efforts in the target communities include the following:
 - a. Reducing barriers to entry in the regulated adult-use marijuana industry through the provision of employment development seminars for residents of the target communities; and
 - b. Providing financial support to businesses in Brockton which will have a positive impact on the residents of Brockton and the Brockton community as a whole.
2. CannAssist will implement the following programs to meet the above-referenced goals of this plan:
 - a. Develop partnerships with local organizations to ensure that residents of Greater Worcester are informed about and have access to employment opportunities in the adult-use cannabis industry, including the hosting of certain adult-use cannabis industry job fairs, either directly by CannAssist or in partnership with local organizations such as New Hope, Inc., a non-profit organization serving domestic and sexual violence survivors in regions throughout the state, including the City of Worcester.
 - i. CannAssist will post all advertisements for employment at its marijuana establishment in the local newspaper, the *Worcester Telegram & Gazette* to ensure such opportunities are widely disseminated in the Worcester community.
 - ii. CannAssist will host/co-host at least two (2) job fairs in each year in Worcester. Representatives of Worcester will have a table at each job fair and discuss current employment opportunities at the marijuana establishment with interested attendees.

- b. Provide annual monetary and in-kind donations to identified non-profits and charities, including Family and Community Resources, Inc. in Brockton, which provides program and services to individuals and families whose lives are impacted by trauma including violence at home, school or in their community.
 - i. Specific initiatives at Family and Community Resources, Inc. that CannAssist will continue to contribute to and/or participate in will include: (a) annual holiday toy drive, (b) annual ‘adopt-a-family’ holiday wish list, and (c) sponsorship of its annual fundraising dinner.
- 3. The following metrics will be tracked to assess CannAssist’s progress with this plan and the achievement of the goals stated herein:
 - a. Program A:
 - i. Develop partnerships with local organizations to ensure that residents of Greater Worcester are informed about and have access to employment opportunities in the adult-use cannabis industry, including the hosting of certain adult-use cannabis industry job fairs, either directly by CannAssist or in partnership with local organizations such as New Hope, Inc. in Worcester.
 - ii. Metrics: 1) number of employment advertisements placed in the *Telegram & Gazette*; 2) number of job applications received as a result of such advertisements; 3) number of job fairs hosted/co-hosted by CannAssist in the City of Worcester; 4) number of attendees at each job fair; 4) number of job applications submitted as a result of such job fair; and 5) number of qualified job applicants residing in Worcester and employed by CannAssist.
 - b. Program B:
 - i. Provide annual monetary and in-kind donations to identified non-profits and charities, including Family and Community Resources, Inc., which provides program and services to individuals and families whose lives are impacted by trauma including violence at home, school or in their community.
 - ii. Metrics: 1) amount of monetary contributions provided to Family and Community Resources, Inc.; and 2) descriptions of in-kind donations made to the identified local organizations (e.g., gifts donated through toy drives or through sponsor-a-local family holiday giving drives hosted by the local organization).
- 4. Annual Assessment and Acknowledgements
 - a. CannAssist will assess the performance of this plan annually and will report on its positive impact efforts and the identified metrics above to the Commission in accordance with its annual marijuana establishment licensure renewal in accordance with 935 CMR

500.103(4)(a).

- b. CannAssist further acknowledges the following regarding the implementation of this plan:
 - i. All specifically named organizations in this plan have been contacted and have agreed to receive the contemplated monetary and/or in-kind donations discussed herein or have agreed to partner with CannAssist to implement the identified goals and programs stated herein, as applicable.
 - ii. In carrying out this plan, CannAssist will adhere to the requirements concerning prohibited advertising, branding, marketing, and sponsorship practices of every marijuana establishment in accordance with 935 CMR 500.105(4).
 - iii. Any actions taken, or programs instituted by CannAssist in connection with this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

May 25, 2018

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

CANNASSIST, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 1, 2017.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:
JONATHAN RICHARD NAPOLI

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JONATHAN RICHARD NAPOLI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JONATHAN RICHARD NAPOLI**



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1692830848
Notice Date: June 20, 2018
Case ID: 0-000-466-341



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

0900000



BOSTON GARDENER 2131 WASHINGTON ST
BOSTON, MA 02119
CANNASSIST, LLC
FL C1
BOSTON GARDENER 2131 WASHINGTON ST
BOSTON MA 02119-2086

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, CANNASSIST, LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Special Filing Instructions

Note that this certificate of organization was originally filed on December 13, 2016.

Certificate of Organization

(General Laws, Chapter)

Identification Number: 0012515001. The exact name of the limited liability company is: CANNASSIST, LLC

2a. Location of its principal office:

No. and Street: 2131 WASHINGTON STREET
City or Town: BOSTON State: MA Zip: 02119 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 2131 WASHINGTON STREET
City or Town: BOSTON State: MA Zip: 02119 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

BUSINESS CONSULTING AND MANAGEMENT SERVICES.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JONATHAN NAPOLI
No. and Street: 10 WILLIAMS STREET
APT 41
City or Town: ROXBURY State: MA Zip: 02119 Country: USA

I, JONATHAN NAPOLI resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	JONATHAN RICHARD NAPOLI	2131 WASHINGTON STREET

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JONATHAN RICHARD NAPOLI	2131 WASHINGTON STREET BOSTON, MA 02119 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of May, 2017,
JONATHAN NAPOLI

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

May 01, 2017 09:54 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**OPERATING AGREEMENT
OF
CannAssist, LLC**

This Operating Agreement (the "**Agreement**") of CannAssist, LLC (the "**Company**"), effective as of [DATE] (the "**Effective Date**"), is entered into by and between the Company and Jonathan Napoli as the single member of the Company (the "**Member**").

WHEREAS, the Company was formed as a limited liability company on May 1, 2017 by filing a certificate of organization ("**Certificate of Organization**") with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Company Act, as amended from time to time (the "**MLLCA**"); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth in this Agreement.

NOW, THEREFORE, the Member and the Company agree as follows:

1. **Name.** The name of the Company is CannAssist, LLC.

2. **General Character.** The general character of the business of the Company is to engage in cultivation, manufacturing, and processing, and to engage in any activities directly or indirectly related or incidental thereto.

3. **Powers.** The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the MLLCA.

4. **Records Address.** The address of the office in the Commonwealth at which the Company will maintain its records as required by the MLLCA shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this address by making the appropriate filing with the Secretary of the Commonwealth.

5. **Resident Agent.** The name and street address of the Company's resident agent in the Commonwealth of Massachusetts shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this information by making the appropriate filing with the Secretary of the Commonwealth.

6. Members.

a. Initial Member. The Member owns 100% of the membership interests of the Company. The name and the business, residence, or mailing address of the Member is as follows:

Jonathan R. Napoli 10 Williams Street APT 41 Roxbury, MA 02119

b. Additional Members. One or more additional members may be admitted to the Company with the [written] consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement or adopt a new operating agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

c. Certificates for Membership Interests. The Company will issue any certificates to evidence ownership of the membership interests.

7. Management.

a. Authority; Powers and Duties of the Member. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the MLLCA, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

b. Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "Officer"). Any such Officer shall act pursuant to authority delegated to such Officer until that Officer is removed by the Member. Any action taken by the Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

8. Liability of Member; Indemnification.

a. Liability of Member. Except as otherwise required in the MLLCA, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the

debts, obligations and liabilities of the Company, and the Member shall not be personally liable for any such debt, obligation or liability of the Company solely by reason of being or acting as a member of the Company.

b. Indemnification. To the fullest extent permitted under the MLLCA, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys' fees) whatsoever incurred by the Member relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member on behalf of the Company; provided, however, that any indemnity under this Section 8(b) shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

9. **Term**. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 13.

10. **Capital Contributions**. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, either express or implied, to make any such contribution or loan to the Company.

11. Tax Status; Income and Deductions.

a. Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed to preserve the Company's tax status as a disregarded entity.

b. Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

12. **Distributions**. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

13. Dissolution; Liquidation.


- a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 43 of the MLLCA, unless the Company's existence is continued pursuant to the MLLCA.
- b. Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.
- c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.
- d. Upon the completion of the winding up of the Company, the Member shall file a certificate of cancellation in accordance with the MLLCA.

14. Miscellaneous.


- a. Amendments. Amendments to this Agreement may be made only with the written consent of the Member.
- b. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of law.
- c. Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.
- d. No Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any person other than the parties hereto, and their respective successors and permitted assigns, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first written above.

MEMBER


Jonathan Napoli

CannAssist, LLC, a Massachusetts limited liability company

By 
Jonathan Napoli
Manager



CannAssist, LLC

PLAN FOR OBTAINING LIABILITY INSURANCE

CannAssist, LLC (“CannAssist”) plans to contract with Rogers & Gray Insurance to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. CannAssist will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, CannAssist will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow replenished within 10 business days. CannAssist will keep reports documenting compliance with 935 CMR 500.105(10).



CannAssist, LLC

CannAssist, LLC

Business Plan

Revised January 22, 2019

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

CannAssist, LLC (“**CannAssist**”) is a Marijuana Establishment (“**ME**”) committed to creating a safe and clean community environment that provides consistent, high quality cannabis to consumers who are 21 years of age or older. CannAssist, LLC plans to be one of the largest and highest quality cultivators and distributors of wholesale cannabis flower, oils, edible and topical products in Massachusetts who is comprised of several experienced operators in key production positions. The team is already made up of many Massachusetts registered agents who have years of experience working in the licensed medical marijuana market. We have growers, extractors, infusers, sales people, security and accountants who have all successfully operated as state agents here in Massachusetts.

1.2 Product

In addition to traditional sativa, indica, and hybrid cannabis flower, CannAssist will offer a wide range of products and services that will allow CannAssist to serve customers with a wide variety of needs. Products CannAssist intends to offer include, but will not be limited to:

1. Dried cannabis
2. Cannabis oils
3. Edibles
4. Topical products

1.3 Customers

CannAssist will be wholesaling cannabis and cannabis products to other MEs, so their target customers include any licensed Adult Use Retail facility within Massachusetts.

1.4 What Drives Us

CannAssist’s goals include:

1. Providing employment and equity opportunities that reflect the diversity of the market;
2. Strive to provide work opportunities to economically-disadvantaged persons in communities disproportionately impacted by high rates of arrest and incarceration for marijuana offenses;
3. Demonstrate experience in or business practices that promote economic empowerment in communities disproportionately impacted by high rates of arrest and incarceration for marijuana offenses;
4. Procedures and policies which promote cooperation with the Massachusetts Cannabis Control Commission “(the **Commission**)” and encourage full participation in the regulated marijuana industry by businesses of all sizes; and
5. Exceed energy efficiency standard by using solar technologies, LED lights, recapturing condensation and other eco-friendly methods.

2. COMPANY DESCRIPTION

2.1 Structure

CannAssist is a Massachusetts domestic Limited Liability Company interested in applying for one or more Marijuana Establishment Licenses from the Commission to operate a ME in the Commonwealth.

CannAssist will file, in a form and manner specified by the Commission, an application for licensure as a ME consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

2.2 Operations

CannAssist intends to apply for a Marijuana Cultivator and Marijuana Product Manufacturer license and will be located in Leicester, MA and has leased a facility.

The facility is well positioned and matches the ideal picture of a community cultivation and processing facility. The business will be launching with just one outlet in Leicester but has plans to open other outlets in key locations in Massachusetts.

The facility encompasses a total of 90,000 square feet, dedicated to cultivation and supporting cultivation efforts.

CannAssist will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana, conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana, conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory, and promptly transcribe inventories if taken by use of an oral recording device.

CannAssist will tag and track all marijuana seeds, clones, plants, and marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

CannAssist will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

CannAssist will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

CannAssist will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in

accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

CannAssist will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, CannAssist will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of CannAssist.

CannAssist and CannAssist agents will comply with all local rules, regulations, ordinances, and bylaws.

2.3 Security

CannAssist will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

CannAssist's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Leicester Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the Marijuana Establishment and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only CannAssist's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and CannAssist will maintain a current list of individuals with access.

On-site consumption of marijuana by CannAssist’s employees and visitors will be prohibited.

CannAssist will have security personnel on-site during business hours.

2.4 Benefits to the Municipality

CannAssist looks forward to working cooperatively with the Town of Leicester (which approved 2016 Ballot Question 4 legalizing adult use marijuana with 53% of the vote) to ensure that CannAssist operates as a responsible, contributing member of the Leicester community.

CannAssist has already attended several meetings with various municipal officials and boards to discuss CannAssist’s plans for a proposed Marijuana Cultivator and Product Manufacturer facility and has executed a Host Community Agreement with Leicester.

CannAssist will continue to work cooperatively with various municipal departments, boards, and officials to ensure that CannAssist’s Marijuana Cultivator and Product Manufacturer facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

2.5 Zoning

The Cultivator and Product Manufacturing facility is located at 88 Huntoon Memorial Hwy Rochdale, MA 01542 and CannAssist will remain compliant at all times with the local zoning requirements set forth in the Town of Leicester’s Zoning Bylaws. In accordance with Section 5.15 of Leicester’s Zoning Bylaws, CannAssist’s proposed Cultivator and Product Manufacturer Establishment is located in the Highway Business-Industrial 2 Zoning District, in which non-retail Marijuana Establishments are an allowed use.

CannAssist’s Marijuana Cultivator and Product Manufacturer Establishment operations will take place at a fixed location within a fully enclosed building and will not be visible from the exterior of the business. Outside storage of marijuana, related supplies, or educational material shall not be permitted at the facility.

In compliance with Leicester’s Zoning Bylaws, the property is not located within 200 feet of residential zoning districts (SA, R1, and R2), and pre-existing public or private schools (pre-school through grade 12).

As required by Leicester’s Zoning By-Laws, CannAssist will apply for a Special Permit and Site Plan Approval, as applicable, from Leicester’s Planning Board and CannAssist has retained legal counsel to assist with ongoing compliance with local zoning requirements.

3. MARKET RESEARCH

3.1 Industry

CannAssist's proposed location is located in Leicester. Surrounding areas include Worcester, Auburn, Oxford, Charlestown, Spencer and Paxton.

3.2 Customers

In Massachusetts, sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data. Our goal is to become one of the largest and highest quality wholesale cannabis cultivator and manufacturer in the Massachusetts cannabis market.

Based on the actual data from Colorado, we believe the market cap could be an understatement. Colorado government reports that 13% of adults in Colorado have used cannabis in the previous month. Extrapolating this figure and applying this percentage to the Massachusetts population implies an adult user base of more than 850,000 people, nearly 17 times the size of the existing legal user base.

Further, the entire land mass of New England and New York is roughly the same size in square miles as Colorado, but with more than 5 times the population density. We believe that the Massachusetts tourism industry will significantly inflate the addressable market and that retail demand for legal cannabis will greatly outstrip wholesale supply in the early years following legalization. We are poised to be a key supplier to balance the supply/demand dichotomy that is sure to exist following the opening of the legal cannabis markets in Massachusetts.

3.3 Competitors

CannAssist's competitors include any license wholesaling cannabis and cannabis products, but especially Cultivate Holdings located in Leicester and Curaleaf in Oxford.

3.4 Competitive Advantage

In every business, there is competition. However, the retail cannabis industry is known to be highly competitive. CannAssist possesses several strengths which will separate CannAssist from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, the discounts offered for the products, and to some extent, the branding of the business.

CannAssist's competitive advantages over their competition include an experienced staff with experience growing and producing top quality, compliant cannabis products for patients in Massachusetts using state of the art lighting, irrigation controls, air purifying equipment and an integrated pest management system that which have been developed over a period of many years.

3.5 Regulations

CannAssist is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

CannAssist will be registered to do business in the Commonwealth as a Limited Liability business entity. CannAssist will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

CannAssist will apply for all state and local permits and approvals required to renovate and operate the facility. CannAssist will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

4. PRODUCT / SERVICE

4.1 Product & Service

CannAssist products can be ingested in a variety of ways, including smoking, vaporizing, and consumption in the form of oil, edibles or topical products.

CannAssist will have access to a wide variety of strains of cannabis which will allow us to offer the most varied and complete menu of products available in Massachusetts.

CannAssist plans to sell numerous strain varieties of cannabis in three main product lines: dried cannabis, cannabis oils, and infused products.

CannAssist chooses cannabis strains based on desirable traits such as hardiness, cannabinoid and terpene profiles, yield, resistance to pest and molds, etc. The packaging of our dried cannabis products also discloses the percentages of THC and CBD contained in the product, to provide our wholesale and ultimately their retail customers with a better understanding of the product being purchased.

Cannabis oil, as opposed to dried cannabis, is preferred for a variety of reasons, including a general preference to not smoke or “vape”, a desire to consume cannabis-based pharmaceutical products with food, or because its effects tend to last longer than if dried cannabis is consumed by smoking or “vaping”.

CannAssist’s cannabis oil extraction process will result in cannabis oil products which are superior to those manufactured using conventional extraction processes, including those using solvents such as butane or ethanol. Our extraction process uses proprietary know-how featuring unique equipment design and specifications, as well as food-grade carbon dioxide, which protects the cannabinoids from in-process oxidation and protects the terpenes from the negative effects of decarboxylation (which occurs when compressed gases are used in conventional extraction processes). We believe that terpenes work synergistically with properly preserved cannabinoids and are therefore an essential component of our cannabis-based pharmaceutical products. In light of this, our extraction process has been designed to preserve up to 95% of terpenes and to enable us to extract an average of approximately 85% of the available cannabinoids in a single-stage pass.

4.2 Pricing Structure

Prices for our cannabis-based products vary based on supply and demand at the start of our operations, growth time, yield, individual product characteristics, product types, and market dynamics. We intend to

have over 25 strain varieties of dried cannabis in regular rotation. Each strain variety will be designed with particular characteristics in mind and will be unique in regard to its cannabinoid and terpene profile, and the ratio between these active compounds.

5. MARKETING & SALES

5.1 Growth Strategy

CannAssist's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. A compelling loyalty program;
4. An exemplary customer in-store experience; and
5. A caring and thoughtful staff made of consummate professionals.

CannAssist plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

5.2 Communication

CannAssist will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, consistent with the requirements of 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of CannAssist will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

5.3 Sales

CannAssist plans to help supply the new adult use cannabis stores across the state with top quality, compliant products that satisfy the needs of the cannabis consumer. We have an experienced director of sales and have already developed relationships with existing and soon to be open licensed retail stores. In addition, founder Jon Napoli, has formed numbers relationship with companies planning to open dispensaries and adult use stores through his ownership of the Hempest. For over 20 years people who have had interest in the Cannabis industry have known the Hempest brand, which has helped to solidify these key relationships with distributors.

Our sales team will help train and educate retail staff on how to best use and sell our product line. Any marketing will be directed to adults only.

CannAssist will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” CannAssist will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

5.4 Logo

CannAssist has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

An image of the logo can be found below:



6. FINANCIAL PROJECTIONS

To date, CannAssist has adopted an Operating Agreement amongst its founding member(s) and engaged architects and engineers to begin drawings and design of the Leicester Facility.

It is projected that the total project will require approximately \$21,000,000 to become fully-operational at the Marijuana Establishment facility in Leicester. CannAssist is actively pursuing financing and investment opportunities with third parties to raise sufficient capital for project completion.

Total Capital Raise	\$21,000,000
Construction Cost / Square Foot	\$200
Cultivation Build-Out	\$6,250,000
Equipment	\$8,000,000
Professional Fees	\$1,000,000
Permits / Licenses / Applications	\$250,000
Software / Monitoring Systems / Environmental Controls	\$500,000
Other (Insurance, Office, Production Start-Up Expenses)	\$1,000,000
Total Build-Out Estimate	\$16,000,000
Working Capital	\$1,000,000

7. TEAM

7.1 General

CannAssist has put together a team to implement the operations of the ME. CannAssist intends to create approximately 140 full-time staff positions within the first three years of operations in Leicester comprised of the following:

<u>Position</u>	
Administration	
Delivery	
Accountant/ office	
Extraction	20
It Manager	
Kitchen	
Growers	40
Trimers and packaging	60
Security	
Total FTE's	<u>141</u>

No individual on the CannAssist team is a controlling person with over more than three licenses in a particular class of license.

7.2 Head of Security & Head of Cultivation

Head of Cultivation: The Head of Cultivation is responsible for all daily operations and maintenance of the Cultivation Facility. The Head of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Be responsible for supervision and training of agents;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with the Greenhouse Technician to promote successful operations in the Cultivation Facility;
- Program and monitor the Environmental Control System (DDC);
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation; and
- Provide pesticide recommendations and ensure Integrated Pest Management (IPM) Program is sufficient.

Head of Security: Under the supervision of the Chief Executive Officer, the Head of Security is responsible for the development and overall management of the Security Policies and Procedures for CannAssist, implementing, administering, and revising the policies as needed. In addition, the Head of Security will perform the following duties:

- Provide general training to CannAssist agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team – follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the CannAssist facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of the CannAssist facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, Head of Security, Head of Cultivation, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of CannAssist agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with the Leicester Police and Fire Department.

8. FINAL REMARKS

CannAssist has the experience and know-how to safely and efficiently produce high quality, consistent, laboratory-tested medical grade cannabis and derivatives. By focusing its operations on adult-use products, CannAssist hopes to bring its high quality standards to adult-use Consumers to provide them with a safe and clean community environment. To accomplish this, CannAssist will leverage existing protocols and standard operating procedures to control, review, test, and track inventory, consistent with regulations set forth by the Commission. CannAssist's state-of-the-art security systems and contracted professional security and alarm companies, along with other comprehensive security measures will also help ensure a safe and secure environment for both Consumers and staff and will help deter and prevent diversion.

In Massachusetts, cannabis-related sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025. CannAssist is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures, research and development plans, and growth strategies. In doing so, CannAssist looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits this market will yield.



CannAssist, LLC

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(5)(b), CannAssist, LLC (“CannAssist”) will only be accessible to authorized individuals 21 years of age or older with a verified and valid, government-issued photo. Upon entry into the premises of the marijuana establishment by an individual, a CannAssist agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event CannAssist discovers any of its agents intentionally or negligently sold or diverted marijuana to any individual, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). CannAssist will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), CannAssist will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. CannAssist will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. CannAssist will not produce any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”** Pursuant to 935 CMR 500.105(6)(b), CannAssist’s packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. CannAssist’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).



CannAssist, LLC

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

CannAssist will maintain all personnel policies and procedures in an employee handbook. These policies will address a wide variety of topics including information on employee benefits, vacation and sick time, work schedules, confidentiality, criminal background checks, security, employee identification and facility access, personal safety and crime prevention techniques, alcohol, drug and smoke-free workplace, and grounds for discipline and termination. Each employee will be required to review the handbook and attest to their understanding of CannAssist's personnel policies and procedures. CannAssist will review its employee handbook periodically and communicate any changes to its employees.

CannAssist will also maintain a personnel record for each Marijuana Establishment and Dispensary Agent which will be maintained for at least 12 months after termination of the individual's affiliation with CannAssist. The personnel record will include all of the information required under 935 CMR 500.105(9)(d) and 105 CMR 725.105(I)(4), including job descriptions, references, documentation of orientation and training, performance evaluations and record of any disciplinary action.

Job Descriptions

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security will be responsible for the development and overall management of the Security Policies and Procedures for CannAssist, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to CannAssist agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the CannAssist facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the CannAssist facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures

are properly implemented, integrated, effective, and relevant to ensure the safety of CannAssist agents and assets;

- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents will monitor CannAssist's security systems including alarms, video surveillance, and motion detectors. Security Agents will be responsible for ensuring that only authorized individuals are permitted access to the CannAssist facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents will perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and CannAssist agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the CannAssist facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort CannAssist agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager will be responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties will include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates will support the Inventory Manager during day-to-day operations. Responsibilities will include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the POS Software system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring CannAssist's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at CannAssist will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for CannAssist, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of CannAssist agents;
- Review and revise CannAssist personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for CannAssist agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Director of Cultivation: The Director of Cultivation will be responsible for all daily operations and maintenance of the Cultivation Facility. The Director of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Supervise and train agents in an ongoing capacity;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with Cultivation Technicians to promote successful operations in the Cultivation Facility;
- Program and monitor the Direct Digital Control (DDC).
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation;
- Provide pesticide recommendations and ensure IPM Program is sufficient.

Cultivation Manager: The Cultivation Manager will supervise and participate in all aspects of daily Cultivation Facility tasks. The Cultivation Manager will operate under the supervision of the Director of Cultivation and will:

- Instruct Cultivation Technicians on operation procedures;
- Train and supervise Cultivation Technicians;

- Assist with the activities performed by all Cultivation Technicians;
- Instruct agents or apply pesticides with guidance from the Director of Cultivation;
- Perform routine maintenance;
- Maintain inventory of all cultivation supplies and order such supplies;
- Report daily to Director of Cultivation; and
- Coordinate with relevant staff regarding harvest schedules.

Cultivation Technician: Cultivation Technicians will be responsible for all daily tasks in their assigned areas within the Cultivation Facility. Cultivation Technicians will report directly to Cultivation Manager and/or Director of Cultivation. Responsibilities will include, but are not limited to:

- Irrigation;
- Pruning;
- Pesticide application;
- Potting/Re-potting;
- Propagation;
- Light construction; and
- Janitorial duties (i.e. cleaning, disinfecting, sterilizing).

Production Manager: The Production Manager will be responsible for all post-harvest handling of marijuana. The Production Manager will coordinate directly with the Cultivation Manager regarding harvest schedules. The Production Manager will report directly to the Director of Cultivation and be responsible for the following:

- Transitioning harvested plant material from cultivation rooms to the Trim Room where marijuana is trimmed via machine and manually;
- Overseeing Trim Technicians and delegates daily tasks to production agents;
- Ensuring quality control of finished marijuana flowers;
- Monitoring the status of the Dry Room and of marijuana flowers that are in the process of drying;
- Entering wet and dry weights of all product including flowers and trim into a POS Software system;
- Working with Cultivation Technicians to ensure prompt transfer of marijuana trim to relevant room within the Cultivation Facility;
- Overseeing bulk packaging and storing in dedicated vault; and
- Relaying information to the Inventory Manager for sales purposes.

Trim Technicians: Trim Technicians shall be responsible for post-harvest trimming of marijuana plants, both mechanical and manual. Trim Technicians will report directly to the Production Manager and are responsible for:

- Receiving daily tasks from the Production Manager;
- Assisting in the harvest of marijuana;
- Trimming marijuana plants;
- Maintaining a sterile environment in the Trim Room; and

- Cleaning and maintaining scissors and trim machines.

Production Manager: Will be responsible for production of all concentrates and marijuana products created by CannAssist. This will include, but is not limited to:

- Managing inventory and par-levels of all concentrate and marijuana products, including integration into the POS Software system;
- Creating raw Super Critical CO2 (SCCO2) concentrate;
- Creating distilled, high-purity concentrate for use in marijuana products and vaporizer cartridges;
- Creating all marijuana products;
- Organizing extraction schedule based on availability of cultivated material;
- Maintaining a rigid cleaning schedule that all lab agents must adhere to;
- Ensuring safety pursuant to established safety protocols;
- Coordinating facility repairs and maintenance;
- Supervising and training agents in an ongoing manner; and
- Providing mandatory training for new agents.

Lab/Production Assistant: Will be responsible for supporting the Production Manager during day-to-day operations. This will include, but is not limited to:

- Drying and grinding cultivated material in preparation for SCCO2 extraction;
- Unpacking and cleaning the SCCO2 extractor;
- Cleaning and sanitization of all lab glassware;
- Cleaning and sanitization of all kitchen cookware and utensils;
- Cleaning and sanitization of the distillation still;
- Routine scheduled maintenance of all equipment; and
- Assisting with packaging of all concentrate and marijuana products to be sold.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with CannAssist and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and

- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team.

Staffing Plan and Business Hours

Hiring and Recruitment

CannAssist's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated or whether specific positions need to be created in response to company needs. CannAssist's hiring practices will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

- Equal Employment Opportunity Commission (EEOC) Compliance;
- CannAssist's Diversity Plan and Community Initiatives;
- CannAssist's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- State and Federal Minimum Wage Requirements; and
- Non-Disclosure and Non-Complete Agreements

Standards of Conduct

CannAssist is committed to maintaining an environment conducive to the health and wellbeing of customers and employees. It is CannAssist's mission to provide a professional workplace free from harassment and discrimination for employees. CannAssist will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to CannAssist's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. All harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory

behavior of non-employees directed at CannAssist employees or customers also is condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted on site by employees, customers, or other parties. Employees found carrying weapons on CannAssist facilities will be immediately terminated. Customers found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered agents at CannAssist varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Business Hours for Marijuana Cultivator and Product Manufacturer Facility

Monday:	8am - 5pm
Tuesday:	8am - 5pm
Wednesday:	8am - 5pm
Thursday:	8am - 5pm
Friday:	8am - 5pm
Saturday:	8am - 5pm
Sunday:	9am - 2pm

Overview of Personnel Policies and Procedures

Standard Employment Practices

CannAssist values the contributions of its management and staff positions. CannAssist will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies

CannAssist's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et. Seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, and compliance hotline.

Investigations

CannAssist will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et. seq.

Designated Outside Counsel

CannAssist may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status

Job Classifications

Positions at CannAssist are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory reoccurring company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting schedule by the department manager. The department managers will provide agendas for all meeting and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at 6-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

Leave Policies

CannAssist leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by the employee's department manager. CannAssist will determine which holidays will be observed and which departments will not be required to work. CannAssist will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

CannAssist anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

CannAssist's discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of CannAssist's discipline policy and procedure have been designed consistent with CannAssist's organizational values, best practices, and employment laws.

CannAssist reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on CannAssist's organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, CannAssist recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, CannAssist will try to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, CannAssist reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between CannAssist and its employees.

Appeal Process

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from

CannAssist, his or her supervisor must contact the Human Resources Manager to schedule an exit interview, typically to take place on employee's last workday.

Types of Separation

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with CannAssist. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

2. Retirement

An employee who wishes to retire is required to notify his or her department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of CannAssist to give special recognition to employees at the time of their retirement.

3. Job Abandonment

An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. Termination

Employees of CannAssist are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

Termination of Benefits

An employee separating from CannAssist is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

As an employer, CannAssist believes that it is in the best interest of both the organization and CannAssist's employees to fairly compensate its workforce for the value of the work provided. It is CannAssist's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at CannAssist, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by CannAssist.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonus, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The CEO is charged with ensuring that CannAssist is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for CannAssist will undergo a detailed background investigation prior to being granted access to a CannAssist facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for CannAssist pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), CannAssist will consider:
 - All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, CannAssist will:
 - Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, CannAssist will consider the following factors:
 - Time since the offense or incident;
 - Age of the subject at the time of the offense or incident;
 - Nature and specific circumstances of the offense or incident;
 - Sentence imposed and length, if any, of incarceration, if criminal;
 - Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - Relationship of offense or incident to nature of work to be performed;
 - Number of offenses or incidents;
 - Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;

- If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - Any other relevant information, including information submitted by the subject.
 - Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, CannAssist will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by CannAssist along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by CannAssist or the Commission.



CannAssist, LLC

MAINTAINING OF FINANCIAL RECORDS

CannAssist will operate an Adult-Use Marijuana Cultivator and Processing Facility in accordance with applicable law and regulation and shall maintain general business and financial records in accordance with generally accepted accounting principles.

Business and financial records maintained by CannAssist will include manual or computerized records of: assets and liabilities; monetary transactions; books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with CannAssist in accordance with 935 CMR 500.105(9)(e).

CannAssist, LLC 's ("CannAssist") operating policies and procedures will ensure that financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures will include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.



CannAssist, LLC

QUALITY CONTROL AND TESTING

CannAssist will contract with one or more Independent Testing Laboratories for the testing of all marijuana and marijuana products (including finished marijuana flower, cannabis resins, cannabis concentrates, and infused/edible products) and will ensure that such products meet applicable quality standards prior to any sales for adult use to other marijuana establishments, as required by 935 CMR 500.160.

All environmental media used to cultivate marijuana (e.g., soils, water) shall be tested in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Marijuana Dispensaries*, as published by DPH. All marijuana and marijuana products shall be tested for cannabinoid profile and contaminants in compliance with the *Protocol for Sampling and Analysis of Finished Marijuana Products and Marijuana-Infused Products*, as amended in November 2016, and published by DPH. Testing for contaminants will include but is not limited to mold, mildew, heavy metals, plant-growth regulators, and presence of pesticides.

CannAssist's contracted Independent Testing Laboratory will be registered with the Commission and have appropriate accreditation or certification as applicable. No executive of CannAssist shall have a financial or other interest in an Independent Testing Laboratory and no employee of an Independent Testing Laboratory providing testing services to CannAssist shall receive any direct or indirect compensation from CannAssist. All transportation of marijuana to and from an Independent Testing Laboratory shall comply with the requirements under 935 CMR 500.105(13).

In the event laboratory testing results indicate unacceptable contaminant levels, all marijuana or marijuana products from the same batch number as the contaminated sample(s) will be promptly removed from the applicable cultivation or storage area and transferred to the disposal room. Testing results will be reported in CannAssist's inventory tracking software and inventory levels adjusted accordingly. CannAssist management and cultivation staff will review the results and other relevant records to the cultivation and processing of the affected batch(es) to assess the source of potential contaminants and implement appropriate remediation. CannAssist shall report unacceptable testing results that cannot be remedied to the Commission within 72 hours. CannAssist shall retain all testing results for a period of no less than one year.

Quality Control

CannAssist will comply with the following sanitary requirements:

1. Any CannAssist agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, will be subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any CannAssist agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. CannAssist's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in CannAssist's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. CannAssist's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. CannAssist will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. CannAssist's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. CannAssist's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. CannAssist's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. CannAssist will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the U.S. Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. CannAssist will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. CannAssist's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the

- potable and waste water lines;
13. CannAssist will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
 14. CannAssist will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
 15. CannAssist will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Any CannAssist vehicles and transportation equipment used in the transportation of marijuana products or edibles, requiring temperature control for safety, will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

CannAssist will ensure that CannAssist's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

CannAssist will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by CannAssist to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

CannAssist will process marijuana in a safe and sanitary manner. CannAssist will process the leaves and flowers of the female marijuana plant only, which will be:

- Well-cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area.

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

Testing

CannAssist will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required

under 935 CMR 500.160. Testing of CannAssist's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of CannAssist's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

CannAssist's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

CannAssist will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of CannAssist's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to CannAssist for disposal or by the Independent Testing Laboratory disposing of it directly.



CannAssist, LLC

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

CannAssist will maintain all personnel policies and procedures in an employee handbook. These policies will address a wide variety of topics including information on employee benefits, vacation and sick time, work schedules, confidentiality, criminal background checks, security, employee identification and facility access, personal safety and crime prevention techniques, alcohol, drug and smoke-free workplace, and grounds for discipline and termination. Each employee will be required to review the handbook and attest to their understanding of CannAssist's personnel policies and procedures. CannAssist will review its employee handbook periodically and communicate any changes to its employees.

CannAssist will also maintain a personnel record for each Marijuana Establishment Agent which will be maintained for at least 12 months after termination of the individual's affiliation with CannAssist. The personnel record will include all of the information required under 935 CMR 500.105(9)(d), including job descriptions, references, documentation of orientation and training, performance evaluations and record of any disciplinary action.

Job Descriptions

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security will be responsible for the development and overall management of the Security Policies and Procedures for CannAssist, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to CannAssist agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the CannAssist facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the CannAssist facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures

- are properly implemented, integrated, effective, and relevant to ensure the safety of CannAssist agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents will monitor CannAssist's security systems including alarms, video surveillance, and motion detectors. Security Agents will be responsible for ensuring that only authorized individuals are permitted access to the CannAssist facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents will perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and CannAssist agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the CannAssist facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort CannAssist agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager will be responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties will include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates will support the Inventory Manager during day-to-day operations. Responsibilities will include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the POS Software system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring CannAssist's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at CannAssist will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for CannAssist, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of CannAssist agents;
- Review and revise CannAssist personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for CannAssist agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Director of Cultivation: The Director of Cultivation will be responsible for all daily operations and maintenance of the Cultivation Facility. The Director of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Supervise and train agents in an ongoing capacity;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with Cultivation Technicians to promote successful operations in the Cultivation Facility;
- Program and monitor the Direct Digital Control (DDC).
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation;
- Provide pesticide recommendations and ensure IPM Program is sufficient.

Cultivation Manager: The Cultivation Manager will supervise and participate in all aspects of daily Cultivation Facility tasks. The Cultivation Manager will operate under the supervision of the Director of Cultivation and will:

- Instruct Cultivation Technicians on operation procedures;
- Train and supervise Cultivation Technicians;
- Assist with the activities performed by all Cultivation Technicians;
- Instruct agents or apply pesticides with guidance from the Director of Cultivation;
- Perform routine maintenance;
- Maintain inventory of all cultivation supplies and order such supplies;
- Report daily to Director of Cultivation; and
- Coordinate with relevant staff regarding harvest schedules.

Cultivation Technician: Cultivation Technicians will be responsible for all daily tasks in their assigned areas within the Cultivation Facility. Cultivation Technicians will report directly to Cultivation Manager and/or Director of Cultivation. Responsibilities will include, but are not limited to:

- Irrigation;
- Pruning;
- Pesticide application;
- Potting/Re-potting;
- Propagation;
- Light construction; and
- Janitorial duties (i.e. cleaning, disinfecting, sterilizing).

Production Manager: The Production Manager will be responsible for all post-harvest handling of marijuana. The Production Manager will coordinate directly with the Cultivation Manager regarding harvest schedules. The Production Manager will report directly to the Director of Cultivation and be responsible for the following:

- Transitioning harvested plant material from cultivation rooms to the Trim Room where marijuana is trimmed via machine and manually;
- Overseeing Trim Technicians and delegates daily tasks to production agents;
- Ensuring quality control of finished marijuana flowers;
- Monitoring the status of the Dry Room and of marijuana flowers that are in the process of drying;
- Entering wet and dry weights of all product including flowers and trim into a POS Software system;
- Working with Cultivation Technicians to ensure prompt transfer of marijuana trim to relevant room within the Cultivation Facility;
- Overseeing bulk packaging and storing in dedicated vault; and
- Relaying information to the Inventory Manager for sales purposes.

Trim Technicians: Trim Technicians shall be responsible for post-harvest trimming of marijuana plants, both mechanical and manual. Trim Technicians will report directly to the Production Manager and are responsible for:

- Receiving daily tasks from the Production Manager;
- Assisting in the harvest of marijuana;

- Trimming marijuana plants;
- Maintaining a sterile environment in the Trim Room; and
- Cleaning and maintaining scissors and trim machines.

Production Manager: Will be responsible for production of all concentrates and marijuana products created by CannAssist. This will include, but is not limited to:

- Managing inventory and par-levels of all concentrate and marijuana products, including integration into the POS Software system;
- Creating raw Super Critical CO2 (SCCO2) concentrate;
- Creating distilled, high-purity concentrate for use in marijuana products and vaporizer cartridges;
- Creating all marijuana products;
- Organizing extraction schedule based on availability of cultivated material;
- Maintaining a rigid cleaning schedule that all lab agents must adhere to;
- Ensuring safety pursuant to established safety protocols;
- Coordinating facility repairs and maintenance;
- Supervising and training agents in an ongoing manner; and
- Providing mandatory training for new agents.

Lab/Production Assistant: Will be responsible for supporting the Production Manager during day-to-day operations. This will include, but is not limited to:

- Drying and grinding cultivated material in preparation for SCCO2 extraction;
- Unpacking and cleaning the SCCO2 extractor;
- Cleaning and sanitization of all lab glassware;
- Cleaning and sanitization of all kitchen cookware and utensils;
- Cleaning and sanitization of the distillation still;
- Routine scheduled maintenance of all equipment; and
- Assisting with packaging of all concentrate and marijuana products to be sold.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with CannAssist and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;

- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team.

Staffing Plan and Business Hours

Hiring and Recruitment

CannAssist's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated or whether specific positions need to be created in response to company needs. CannAssist's hiring practices will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

- Equal Employment Opportunity Commission (EEOC) Compliance;
- CannAssist's Diversity Plan and Community Initiatives;
- CannAssist's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- State and Federal Minimum Wage Requirements; and
- Non-Disclosure and Non-Complete Agreements

Standards of Conduct

CannAssist is committed to maintaining an environment conducive to the health and wellbeing of customers and employees. It is CannAssist's mission to provide a professional workplace free from harassment and discrimination for employees. CannAssist will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to CannAssist's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. All harassment

or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at CannAssist employees or customers also is condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted on site by employees, customers, or other parties. Employees found carrying weapons on CannAssist facilities will be immediately terminated. Customers found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered agents at CannAssist varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Business Hours for Marijuana Cultivator and Product Manufacturer Facility

Monday – Sunday 24 hours/day

Overview of Personnel Policies and Procedures

Standard Employment Practices

CannAssist values the contributions of its management and staff positions. CannAssist will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies

CannAssist's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et. Sq., holidays, hours,

sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, and compliance hotline.

Investigations

CannAssist will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et. seq.

Designated Outside Counsel

CannAssist may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status

Job Classifications

Positions at CannAssist are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory reoccurring company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting schedule by the department manager. The department managers will provide agendas for all meeting and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at 6-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must

take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

Leave Policies

CannAssist leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by the employee's department manager. CannAssist will determine which holidays will be observed and which departments will not be required to work. CannAssist will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

CannAssist anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

CannAssist's discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of CannAssist's discipline policy and procedure have been designed consistent with CannAssist's organizational values, best practices, and employment laws.

CannAssist reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on CannAssist's organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action

needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, CannAssist recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, CannAssist will try to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, CannAssist reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or

disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between CannAssist and its employees.

Appeal Process

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from

CannAssist, his or her supervisor must contact the Human Resources Manager to schedule an exit interview, typically to take place on employee's last workday.

Types of Separation

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with CannAssist. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

2. Retirement

An employee who wishes to retire is required to notify his or her department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of CannAssist to give special recognition to employees at the time of their retirement.

3. *Job Abandonment*

An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. *Termination*

Employees of CannAssist are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. *Reduction in Workforce*

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. *Release*

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

Termination of Benefits

An employee separating from CannAssist is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be

required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

As an employer, CannAssist believes that it is in the best interest of both the organization and CannAssist's employees to fairly compensate its workforce for the value of the work provided. It is CannAssist's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at CannAssist, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team and will give final approval for the compensation system that will be used by CannAssist.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonus, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The CEO is charged with ensuring that CannAssist is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for CannAssist will undergo a detailed background investigation prior to being granted access to a CannAssist facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for CannAssist pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), CannAssist will consider:
 - All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition;

provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.

- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, CannAssist will:
 - Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, CannAssist will consider the following factors:
 - Time since the offense or incident;
 - Age of the subject at the time of the offense or incident;
 - Nature and specific circumstances of the offense or incident;
 - Sentence imposed and length, if any, of incarceration, if criminal;
 - Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - Relationship of offense or incident to nature of work to be performed;
 - Number of offenses or incidents;
 - Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - Any other relevant information, including information submitted by the subject.
 - Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, CannAssist will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by CannAssist along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening

Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.

- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by CannAssist or the Commission.



CannAssist, LLC

RECORDKEEPING PROCEDURES

General Overview

CannAssist, LLC (“CannAssist”) will establish policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures will be accepted forms of execution of CannAssist documents. Records will be stored at CannAssist in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

CannAssist will retain applicable records for a period of time no less than required by law and in accordance with 935 CMR 500.105(9). Such records will include but are not limited to written operating procedures and inventory and seed-to-sale tracking, personnel, general business and financial, sales, and waste disposal records. CannAssist’s management team will be responsible for the proper retention, storage and disposal of records that CannAssist generates, maintains and/or receives in the course of doing business.

CannAssist will protect the security, privacy and confidentiality of records as required by law, contract, or regulatory body, including those records containing confidential information. This includes adult consumer and employee records containing such information. All records subject to confidentiality restrictions will be stored securely, whether electronically or in hard copy.

Recordkeeping

To ensure that CannAssist is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of CannAssist’s quarter-end closing procedures. In addition, CannAssist’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy

- Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with CannAssist, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with CannAssist and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.

- Handling and Testing of Marijuana Records
 - CannAssist will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - CannAssist will use a POS Software system to maintain real-time inventory. The inventory reporting of the POS Software system will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, CannAssist will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by CannAssist for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, CannAssist will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two CannAssist agents present during the disposal or handling, with their signatures. CannAssist will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras will be available for immediate viewing by the Commission upon request and will be retained for at least ninety (90) calendar days.
- Transportation Records

- CannAssist will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event CannAssist closes, all records will be kept for at least two (2) years at CannAssist's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, CannAssist will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to CannAssist's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of CannAssist's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to CannAssist operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving
 - distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
 - A list of all executives of CannAssist, and members, if any, of the licensee will be made available upon request by any individual. 935 CMR 500.105(1)(m)

- requirement may be fulfilled by placing this information on CannAssist's website.
- Policies and procedures for the handling of cash on CannAssist premises including but not limited to storage, collection frequency and transport to financial institution(s).
 - Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
 - Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

CannAssist will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.



CannAssist, LLC

QUALIFICATIONS AND TRAINING

CannAssist will ensure that all employees hired to work at a CannAssist facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

CannAssist will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that CannAssist discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and CannAssist will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

CannAssist will ensure that all new staff complete a comprehensive training and orientation program prior to performing any related job functions in accordance with 935 CMR 500.105(2). Training will be tailored to the roles and responsibilities of the job functions of each dispensary/marijuana establishment agent. In addition to initial employee orientation, all staff shall receive at least eight (8) hours of on-going training annually regarding adult-use program regulatory requirements. Staff training will focus on the following areas:

- Regulatory compliance
- Adult retail identification
- Safe marijuana handling practices
- Security and diversion
- Inventory and point-of-sale records
- Responsible vendor program

On or after July 1, 2019, all of CannAssist's current owners, managers, and employees will have attended

and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. CannAssist's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. CannAssist's owners, managers, and employees will then successfully complete the program once every year thereafter. CannAssist will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. CannAssist's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, CannAssist's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.



CannAssist, LLC

DIVERSITY PLAN

CannAssist, LLC's ("CannAssist") proposed Marijuana Establishment will be sited at 88 Huntoon Memorial Highway in the town of Leicester, MA. CannAssist is an equal opportunity employer and does not discriminate against applicants for employment based on race, age, color, religion, gender or gender identity, sexual orientation, pregnancy, marital status, veteran status, national origin, physical and mental disability, or any other protected status recognized under applicable federal and state law. CannAssist believes its success is dependent on a qualified and diverse workforce.

This Diversity Plan specifically seeks to promote equity among minorities, women, veterans, individuals with disabilities, and individuals of all gender identities and sexual orientations by including them in CannAssist's operation of a marijuana establishment in accordance with 935 CMR 500.101(2)(e)(8)(k). CannAssist's director of compliance will be responsible for implementing and tracking the goals, programs, and metrics identified in this Plan.

1. CannAssist's goals for this Diversity Plan include:

- a. Increasing the number of individuals falling into the above-referenced demographics working at CannAssist's marijuana establishment and providing tools to ensure their success; and
- b. Increasing the number of individuals falling into the above-referenced demographics in management or other key staff roles at CannAssist's marijuana establishment and providing tools to ensure their success.

2. CannAssist will implement the following program to meet these goals:

- a. Advertising employment opportunities in diverse publications and with career centers that are tailored to individuals falling in the above-referenced demographics;
 - i. CannAssist will post all advertisements for employment opportunities at its marijuana establishment in the local newspaper, the *Worcester Telegram & Gazette*, to ensure such opportunities are widely disseminated in the Worcester community.
- b. Hosting job fairs, either directly or in partnership with local organizations such as New

Hope Inc., a non-profit organization serving domestic and sexual violence survivors in regions throughout the state, including the City of Worcester, with a focus on attracting individuals from the above referenced demographics; and

- i. CannAssist will host/co-host at least two (2) job fairs each year in Worcester. Representatives of CannAssist will have a table at each job fair and discuss current employment opportunities at the marijuana establishment with interested attendees. CannAssist will encourage existing diverse employees to serve as representatives at these job fairs.
 - c. Creation of a promotion process that employs equity principles for current employees.
 - i. In the initial year of this Diversity Plan, CannAssist plans to work with an independent consultant to review the demographics of its workforce and compare this data with the current labor market to identify potential areas for improvement in hiring and promotion practices.
 - ii. CannAssist will work with an independent consultant to develop tools for employees to assist with career enhancement.
- 3. The following metrics will be tracked annually to measure CannAssist's progress with this plan and the achievement of the goals stated herein:
 - a. Program A:
 - i. Advertising employment opportunities in diverse publications and with career centers that are tailored to individuals falling in the above-referenced demographics.
 - ii. Metrics: 1) how many employment advertisements are placed in and with the *Worcester Telegram & Gazette*; 2) how many employment applications are received as a result of such advertisements; and 3) how many individuals falling into the above-referenced demographics who applied through such advertisements are employed at CannAssist.
 - b. Program B:
 - i. Hosting job fairs, either directly or in partnership with local organizations such as New Hope, Inc., with a focus on attracting individuals from the above referenced demographics.
 - ii. Metrics: 1) number of job fairs hosted by CannAssist directly and/or in collaboration with local organizations such as New Hope Inc.; 2) number of attendees at each job fair; 3) number of job applications submitted as a result of such job fair; and 4) number of individuals falling into the above-referenced demographics who applied as a result of such job fair and are employed at CannAssist.

c. Program C:

- i. Creation of a promotion process that employs equity principles for current employees.
- ii. Metrics: 1) in the initial year of this Diversity Plan, documentation evidencing engagement of the independent consultant and results of such consultant's review; 2) the number of individuals falling into the above-referenced demographics who are employed in management or other key staff roles at CannAssist's marijuana establishment upon receipt of final licensure from the Commission; and 3) the number of promotions to management or other key staff roles at CannAssist for individuals falling into the above-referenced demographics one year following receipt of final adult-use licensure from the Commission, and annually thereafter.

4. Annual Assessment and Acknowledgments

- a. CannAssist will assess the performance of this Diversity Plan annually and will report on its efforts and the identified metrics above to the Commission in accordance with its annual marijuana establishment licensure renewal in accordance with 935 CMR 500.103(4)(a).
- b. CannAssist further acknowledges the following regarding the implementation of this Diversity Plan:
 - i. All specifically named organizations in this plan have agreed to partner with CannAssist to implement the identified goals and programs stated herein, as applicable.
 - ii. In carrying out this plan, CannAssist will adhere to the requirements concerning prohibited advertising, branding, marketing, and sponsorship practices of every marijuana establishment in accordance with 935 CMR 500.105(4).
 - iii. Any actions taken, or programs instituted by CannAssist in connection with this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



CannAssist, LLC

ENERGY COMPLIANCE PLAN

CannAssist, LLC (“CannAssist”) shall implement policies and procedures at its proposed marijuana cultivation and product manufacturing establishment in Leicester, MA which promote energy efficiency and conservation in accordance with 935 CMR 500.105(15). CannAssist is engaging Generate Capital (“Generate”) to assist with the design and build-out of its cultivation and product manufacturing facility to ensure it meets applicable energy efficiency standards.

CannAssist will collaborate with Generate in the planning and development of the facility to identify potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and plan for implementation of such opportunities. CannAssist and Generate will (i) identify ways to monitor energy consumption at the facility and make adjustments to operations based on energy use data, and (ii) establish procedures for identifying energy saving opportunities as part of any facility upgrades, renovations, or expansions, or when equipment fails and needs to be replaced.

CannAssist and Generate will consider opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable. CannAssist will regularly, and no less frequently than annually, evaluate renewable energy options for its facility. CannAssist will establish procedures for identifying renewable or alternative energy opportunities as part of any facility upgrades, renovations, or expansion, or when equipment fails and needs to be replaced.

CannAssist and Generate will also work together to identify strategies to reduce electric demand (such as lighting schedules, active load management and energy storage). CannAssist and Generate will identify ways to monitor energy demand at the facility and make adjustments to operations based on energy use data, and will explore opportunities for participation in load curtailment, energy storage, or other active demand management, as applicable. CannAssist and Generate will review and consider engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. CannAssist will monitor and assess applicable energy efficiency programs, opportunities and incentives following completion of the Leicester facility.



CannAssist, LLC

SAFETY PLAN

CannAssist, LLC (“CannAssist”) will work to promote workplace safety standards consistent with those provided by the Occupational Safety and Health Administration. These standards include implementing plans to identify and address potential biological, chemical or physical hazards. CannAssist shall ensure any marijuana establishment agents who may come into contact with any of the aforementioned hazards are adequately trained in detecting harmful situations as part of its staffing and training policies and procedures. Marijuana establishment agents will be instructed to notify a manager in the event of any identified hazard. If necessary, a marijuana establishment agent will notify the applicable law enforcement, fire safety, or emergency services agency. CannAssist management will proceed with proper incident reporting procedures following any threat to workplace safety.

All marijuana establishment agents shall be made aware of the hazard communication, fire protection, and emergency action plans as part of regular training. Fire exits and evacuation routes shall be adequately labeled throughout the facility. Marijuana establishment agents responsible for product manufacturing and with access to hazardous materials shall have access to adequate personal protective equipment, including but not limited to gloves, aprons, and goggles. Management will periodically assess the need for greater personal protective equipment and revisions to hazard communication, fire protection, and emergency action plans.

CannAssist shall ensure that all marijuana product manufacturing procedures are carried out in accordance with applicable sanitation safety standards, including sanitary practices which comply with 105 CMR 590.000: *State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments*.